

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

STEVE WATKINS

Plaintiff,

VS.

WESTCHESTER FIRE INSURANCE
COMPANY

Defendant.

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CIVIL ACTION NO. _____

Removed From

CAUSE NO. 2016-38858

STEVE WATKINS

Plaintiff,

VS.

WESTCHESTER FIRE INSURANCE
COMPANY

Defendant.

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

281ST DISTRICT COURT

EXHIBIT A

Harris County Docket Sheet

2016-38858

COURT: 281st

FILED DATE: 6/7/2016

CASE TYPE: Debt/Contract - Consumer/DTPA



WATKINS, STEVE

Attorney: MOORE, MELISSA ANN

vs.

WESTCHESTER FIRE INSURANCE COMPANY

Attorney: HOFFMAN, JEFFREY LEE

Docket Sheet Entries

Date	Comment
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**Service of Process
Transmittal**

06/13/2016

CT Log Number 529324583

TO: Paul Bech
Chubb
436 Walnut St
Philadelphia, PA 19106-3703

RE: Process Served in Texas

FOR: Westchester Fire Insurance Company (Domestic State: PA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Steve Watkins, Pltf. vs. Westchester Fire Insurance Company, Dft.

DOCUMENT(S) SERVED: Citation, Original Petition

COURT/AGENCY: In the District Court - Judicial District - Harris County, TX
Case # 201638858

NATURE OF ACTION: Insurance Litigation - Claim for policy benefits

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 06/13/2016 postmarked on 06/09/2016

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: By 10:00 a.m. on the Monday next following the expiration of 20 days after served this citation and petition

ATTORNEY(S) / SENDER(S): Melissa Moore
Moore & Associates
440 Louisiana, Suite 675
Houston, TX 77002
713-222-6775

ACTION ITEMS: CT has retained the current log, Retain Date: 06/14/2016, Expected Purge Date: 06/19/2016

Image SOP

Email Notification, Adrienne Logan ADRIENNE.LOGAN@acegroup.com

Email Notification, Marie Morrill marie.morrill@acegroup.com

Email Notification, Angela Jay angela.jay@acegroup.com

SIGNED: C T Corporation System

ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

TELEPHONE: 214-932-3601

 **Lone Star Attorney Service**
P.O. Box 570477
Houston, TX 77257-0477

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IN HOUSTON

TX 772

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77074
JUN 09, 16
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\$6.89

R2304M115226-01

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COMPANY C/O CT CORPORATION
SYSTEM

1999 BRYAN STREET, STE 900
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75201-314025



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by: AMM

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TRACKING NUMBER 73254957 CIV

CAUSE NUMBER 201638858

PLAINTIFF: WATKINS, STEVE

vs.

DEFENDANT: WESTCHESTER FIRE INSURANCE COMPANY

In The 281st
 Judicial District Court of
 Harris County, Texas

CITATION CORPORATE

THE STATE OF TEXAS
 County of Harris

TO: WESTCHESTER FIRE INSURANCE COMPANY (A FOREIGN CORPORATION) BY
 SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
 1999 BRYAN STREET SUITE 900 DALLAS TX 75201 - 3136

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on the 7th day of June, 2016, in the
 above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED; you may employ an attorney. If you or your attorney do not file a written answer with the
 District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were
 served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 7th day of
June, 2016.

Issued at request of:
 MOORE, MELISSA ANN
 440 LOUISIANA 675
 HOUSTON, TX 77002
 TEL: (713) 222-6775
 Bar Number: 24013189



Chris Daniel
 CHRIS DANIEL, District Clerk
 Harris County, Texas
 201 Caroline, Houston, Texas 77002
 P.O.Box 4651, Houston, Texas 77210

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OFFICER/AUTHORIZED PERSON RETURN

I received this citation on the _____ day of _____, 20____, at _____ o'clock ____M., endorsed
 the date of delivery thereon, and executed it at _____ (STREET ADDRESS) _____ (CITY),
 in _____ County, Texas on the _____ day of _____, 20____, at _____ o'clock ____M.,
 by delivering to _____ (THE DEFENDANT CORPORATION NAMED IN CITATION), by delivering to its
 _____ (REGISTERED AGENT, PRESIDENT, or VICE-PRESIDENT), in person, whose name is _____,
 a true copy of this citation, with a copy of the _____ (DESCRIPTION OF PETITION, E.G., "PLAINTIFF'S ORIGINAL") Petition attached,
 and with accompanying copies of _____ (ADDITIONAL DOCUMENTS, IF ANY, DELIVERED WITH THE PETITION).

I certify that the facts stated in this return are true by my signature below on the _____ day of _____, 20____.

FEE: \$ _____

By: _____ (SIGNATURE OF OFFICER)

Printed Name: _____

Affiant Other Than Officer _____

As Deputy for: _____ (PRINTED NAME & TITLE OF SHERIFF OR CONSTABLE)

On this day, _____, known to me to be the person whose signature
 appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was
 executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____

Notary Public

6/7/2016 3:43:46 PM
Chris Daniel - District Clerk Harris County
Envelope No. 11021730
By: Nelson Cuero
Filed: 6/7/2016 3:43:46 PM

2016-38858 / Court: 281

No. _____

STEVE WATKINS,

Plaintiff,

v.

WESTCHESTER FIRE INSURANCE
COMPANY,

Defendant.

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IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff Steve Watkins (referred to as "Plaintiff" or "Watkins") complaining of Westchester Fire Insurance Company (referred to as "Defendant" or "Westchester") and for cause of action shows:

I. Discovery Control Plan

1. Plaintiff intends that discovery be conducted under Level 2 of Rule 190 and affirmatively pleads that this suit is not governed by the expedited-actions process in Rule 169 because he seeks monetary relief over \$1,000,000.

II. Parties

2. Plaintiff Steve Watkins is an individual residing in Harris County, Texas.

3. Defendant Westchester Fire Insurance Company is a foreign corporation that may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Alternatively, if the registered agent of Westchester Fire Insurance Company cannot with reasonable diligence be found at the

company's registered office, Westchester Fire Insurance Company may be served with process by serving the Texas Secretary of State pursuant to Tex. Bus. Org. Code § 5.251 and Tex. Civ. Prac. & Rem. Code § 17.026.

III. Jurisdiction & Venue

4. The damages sought are within the jurisdictional limits of this Court.
5. Plaintiff seeks monetary relief over \$1,000,000.
6. Venue is proper in this Court because all or a substantial part of the events or omission giving rise to Plaintiff's claims occurred in Harris County, Texas and because Plaintiff resided in Harris County, Texas at the time his causes of action against Defendant accrued. Tex. Civil Prac. & Rem. Code § 15.002(a).

IV. Facts

7. Westchester is an insurance company.
8. Watkins is an insured under a policy (numbered G25068464) issued by Westchester to Burrow Global, LLC (referred to as "BG").
9. This lawsuit stems from Westchester's (1) refusal to indemnify and defend Watkins in accordance with the policy and (2) decision to prefer certain insureds over others.
10. Watkins formerly served as an officer of Burrow Global Construction, LLC (referred to as "BGC"), a wholly-owned subsidiary of BG.

11. After his untimely departure from the company, BG and BGC sued him and others in Jefferson County, Texas, for, among other things, breach of fiduciary duty and fraud.¹

12. Watkins filed counterclaims against BG and BGC, including for breach of contract and fraud, and he sued Michael Burrow (referred to as “Burrow”) and Gary Knight (referred to as “Knight”); essentially, Watkins claims that Burrow, who is an officer of BG, and Knight, who is an officer of BGC, defamed him and disparaged his business.

13. Watkins also claims that Burrow is liable to him under the Racketeer Influenced and Corrupt Organizations Act.

14. During the depositions of Burrow and Knight, Watkins learned, for the first time and after months of protracted litigation, that Westchester was providing indemnity and defense to them as officers of BG and BGC, respectively, under policy number G25068464.

15. Promptly after learning about the insurance coverage and since the claims in the Jefferson County lawsuit involved Watkins’ conduct while an officer of BGC, he demanded that Westchester indemnify and defend him like it was doing for Burrow and Knight.

16. Westchester did not deny that the claims were covered under policy number G25068464 but refused to provide indemnity and defense anyways.

¹ The lawsuit is styled, *Burrow Global Constr., LLC, et al. v. Robison, et al.*, No. B0195177 (60th Dist. Ct., Jefferson County, Tex. filed Jan. 29, 2014).

17. In Westchester's denial letter, the company explains that it denied coverage "the tender is too late relative to the policy's claims-made-and-reported requirement" and also by virtue of "the insured-versus-insured exclusion[.]"

18. However, considering that Watkins did not learn about the policy or Westchester's involvement until Burrow's and Knight's depositions, his tender was made as soon as practicable.

19. And because Westchester has been involved in this lawsuit for some time (unbeknownst to Watkins) and since it knew (1) that he was an officer entitled to coverage under policy number G25068464 and (2) about the claims being leveled against him *before* Watkins even knew that Westchester was obligated to cover those claims, there is absolutely no prejudice to it.

20. Perhaps more importantly, though, Westchester is actually defending and indemnifying officers of BG and BGC (i.e., Burrow and Knight) while simultaneously refusing to defend and indemnify Watkins, a former officer of BGC entitled to coverage under policy number G25068464, invoking the insured-versus-insured exclusion.

21. In other words, if Westchester was evenhandedly applying the insured-versus-insured exclusion, it would have denied coverage to Burrow and Knight since the claims against them were brought by other insureds, including Watkins.

22. Westchester did not do so—it preferred Burrow's and Knight's claims over Watkins' claim, and it chose indemnify and defend them.

23. As a result, it cannot now deny coverage to Watkins.

V. Count One—Declaratory Judgment/Duty to Defend

24. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

25. Westchester issued an insurance policy (numbered G25068464) benefitting Watkins.

26. A lawsuit was filed against Watkins.

27. Watkins notified Westchester about the lawsuit.

28. A claim asserted in the petition, if true, would be covered by the insurance policy.

29. Accordingly, Watkins requests a judicial declaration that Westchester is obligated to indemnify and defend him. *See*, Tex. Civ. Prac. & Rem. Code ch. 37.

VI. Count Two—Breach of Contract

30. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

31. There was a valid, enforceable contract involving Westchester's duty to indemnify and defend Watkins.

32. As an insured, Watkins may properly sue for breach of contract.

33. Watkins performed, tendered performance of, or was excused from performing his contractual obligations.

34. By refusing to indemnify and defend Watkins, Westchester breached the contract.

35. Westchester's breach caused injury to Watkins.

36. Accordingly, Westchester is liable to Watkins for breach of contract.

VII. Count Three—Bad Faith

37. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

38. There was an insurance contract involving Westchester that created a duty of good faith and fair dealing vis-à-vis Watkins.

39. Westchester breached its duty to Watkins when it refused to indemnify and defend him in the Jefferson County lawsuit and when it preferred Burrow and Knight over him.

40. Westchester's breach proximately caused Watkins' damages.

41. Accordingly, Westchester is liable to Watkins for breaching its duty of good faith and fair dealing.

VIII. Count Four—Deceptive Insurance Practices

42. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

43. Westchester committed a deceptive insurance practice by making misrepresentations about the insurance policy at issue in this case. *See*, Tex. Ins. Code § 541.061.

44. For example, Westchester misrepresented to Watkins that his claim was not covered by virtue of the insured-versus-insured exclusion; based on the company's own conduct vis-à-vis Burrow and Knight (i.e., by accepting coverage for their claims even

though the same exclusion should have applied), the insured-versus-insured exclusion does not apply.

45. Westchester also committed deceptive insurance practices by misrepresenting material facts relating to coverage, not attempting in good faith to bring about a prompt, fair, and equitable settlement of a claim, refusing to pay a claim without conducting a reasonable investigation, etc. *See*, Tex. Ins. Code § 541.060.

46. Westchester also committed a deceptive insurance practice by misrepresenting the terms, benefits and advantages of the policy. *See*, Tex. Ins. Code § 541.051.

47. Accordingly, Westchester is liable to Watkins for engaging in deceptive insurance practices.

IX. Count Five—Deceptive Trade Practices-Consumer Protection Act

48. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

49. Westchester's unlawful conduct also violates the Texas Deceptive Trade Practices-Consumer Protection Act (referred to as "DTPA").

50. Accordingly, Westchester is liable to Watkins for violations of the DTPA.

X. Count Six—Exemplary Damages

51. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

52. Westchester engaged in unlawful conduct with malice and with reckless indifference to Watkins' rights. The Court should therefore award exemplary damages against the company in an amount appropriate to deter similar future misconduct.

XI. Count Seven—Attorney's Fees & Costs

53. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

54. Watkins is authorized to recover attorney's fees and costs on his claims by statute.

55. Watkins has retained the professional services of the undersigned attorneys.

56. Watkins has complied with the conditions precedent to recovering attorney's fees and costs.

57. Watkins is entitled to recover his attorney's fees and costs.

58. Watkins has incurred or may incur attorney's fees and costs in bringing this lawsuit.

59. The attorney's fees and costs incurred or that may be incurred by Watkins were, are or will be reasonable and necessary.

XII. Conditions Precedent

60. All conditions precedent have been performed or have occurred.

XIII. Requests for Disclosure

61. You are requested to disclose, within fifty days of service of this request, the information or material described in Rule 194.2.

XIV. Jury Request

62. Watkins requests a trial by jury and tenders the appropriate fee.

XV. Prayer

63. Watkins prays for the following relief:
- a. actual damages;
 - b. treble damages under Tex. Ins. Code § 541.152(b);
 - c. other relief allowed by law under Tex. Ins. Code § 541.152(a)(3);
 - d. for additional compensatory damages in an amount within the jurisdiction of this court;
 - e. for exemplary damages against Westchester in a sum determined by the trier of fact;
 - f. for reasonable attorney's fees;
 - g. for interest before judgment as provided by law;
 - h. for interest after judgment as provided by law;
 - i. for costs of suit;
 - j. judgment for all the other relief to which Watkins deems himself entitled.

Respectfully submitted,

MOORE & ASSOCIATES

By: 

Melissa Moore

State Bar No. 24013189

Curt Hesse

State Bar No. 24065414

Lyric Centre

440 Louisiana, Suite 675

Houston, Texas 77002

Tel: (713) 222-6775

Fax: (713) 222-6739

**ATTORNEYS FOR PLAINTIFF
STEVE WATKINS**

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 201 Caroline
 Houston, TX 77002

Mailing Address:

Harris County District Clerk
 P.O. Box 4651
 Houston, Texas 77210

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Houston, Texas | July 06, 2016

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2016-38858 / Court: 281

No. _____

STEVE WATKINS,

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COMPANY,

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IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff Steve Watkins (referred to as "Plaintiff" or "Watkins") complaining of Westchester Fire Insurance Company (referred to as "Defendant" or "Westchester") and for cause of action shows:

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1. Plaintiff intends that discovery be conducted under Level 2 of Rule 190 and affirmatively pleads that this suit is not governed by the expedited-actions process in Rule 169 because he seeks monetary relief over \$1,000,000.

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IV. Facts

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9. This lawsuit stems from Westchester's (1) refusal to indemnify and defend Watkins in accordance with the policy and (2) decision to prefer certain insureds over others.

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V. Count One—Declaratory Judgment/Duty to Defend

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27. Watkins notified Westchester about the lawsuit.

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VI. Count Two—Breach of Contract

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31. There was a valid, enforceable contract involving Westchester's duty to indemnify and defend Watkins.

32. As an insured, Watkins may properly sue for breach of contract.

33. Watkins performed, tendered performance of, or was excused from performing his contractual obligations.

34. By refusing to indemnify and defend Watkins, Westchester breached the contract.

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42. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

43. Westchester committed a deceptive insurance practice by making misrepresentations about the insurance policy at issue in this case. *See*, Tex. Ins. Code § 541.061.

44. For example, Westchester misrepresented to Watkins that his claim was not covered by virtue of the insured-versus-insured exclusion; based on the company's own conduct vis-à-vis Burrow and Knight (i.e., by accepting coverage for their claims even

though the same exclusion should have applied), the insured-versus-insured exclusion does not apply.

45. Westchester also committed deceptive insurance practices by misrepresenting material facts relating to coverage, not attempting in good faith to bring about a prompt, fair, and equitable settlement of a claim, refusing to pay a claim without conducting a reasonable investigation, etc. *See*, Tex. Ins. Code § 541.060.

46. Westchester also committed a deceptive insurance practice by misrepresenting the terms, benefits and advantages of the policy. *See*, Tex. Ins. Code § 541.051.

47. Accordingly, Westchester is liable to Watkins for engaging in deceptive insurance practices.

IX. Count Five—Deceptive Trade Practices-Consumer Protection Act

48. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

49. Westchester's unlawful conduct also violates the Texas Deceptive Trade Practices-Consumer Protection Act (referred to as "DTPA").

50. Accordingly, Westchester is liable to Watkins for violations of the DTPA.

X. Count Six—Exemplary Damages

51. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

52. Westchester engaged in unlawful conduct with malice and with reckless indifference to Watkins' rights. The Court should therefore award exemplary damages against the company in an amount appropriate to deter similar future misconduct.

XI. Count Seven—Attorney's Fees & Costs

53. Watkins incorporates by reference the facts set forth in the preceding paragraphs.

54. Watkins is authorized to recover attorney's fees and costs on his claims by statute.

55. Watkins has retained the professional services of the undersigned attorneys.

56. Watkins has complied with the conditions precedent to recovering attorney's fees and costs.

57. Watkins is entitled to recover his attorney's fees and costs.

58. Watkins has incurred or may incur attorney's fees and costs in bringing this lawsuit.

59. The attorney's fees and costs incurred or that may be incurred by Watkins were, are or will be reasonable and necessary.

XII. Conditions Precedent

60. All conditions precedent have been performed or have occurred.

XIII. Requests for Disclosure

61. You are requested to disclose, within fifty days of service of this request, the information or material described in Rule 194.2.

XIV. Jury Request

62. Watkins requests a trial by jury and tenders the appropriate fee.

XV. Prayer

63. Watkins prays for the following relief:
- a. actual damages;
 - b. treble damages under Tex. Ins. Code § 541.152(b);
 - c. other relief allowed by law under Tex. Ins. Code § 541.152(a)(3);
 - d. for additional compensatory damages in an amount within the jurisdiction of this court;
 - e. for exemplary damages against Westchester in a sum determined by the trier of fact;
 - f. for reasonable attorney's fees;
 - g. for interest before judgment as provided by law;
 - h. for interest after judgment as provided by law;
 - i. for costs of suit;
 - j. judgment for all the other relief to which Watkins deems himself entitled.

Respectfully submitted,

MOORE & ASSOCIATES

By: _____

Melissa Moore

State Bar No. 24013189

Curt Hesse

State Bar No. 24065414

Lyric Centre

440 Louisiana, Suite 675

Houston, Texas 77002

Tel: (713) 222-6775

Fax: (713) 222-6739

**ATTORNEYS FOR PLAINTIFF
STEVE WATKINS**



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this July 6, 2016

Certified Document Number: 70528762 Total Pages: 10

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CIVIL CASE INFORMATION SHEET

6/7/2016 3:43:46 PM
Chris Daniel - District Clerk
Harris County
Envelope No: 11021730
By: CUERO, NELSON
Filed: 6/7/2016 3:43:46 PM

CAUSE NUMBER (FOR CLERK USE ONLY):


COURT (FOR CLERK USE ONLY):

2016-38858 / Court: 281

STYLED Steve Watkins v. Westchester Fire Insurance Company

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Melissa Moore _____ melissa@mooreandassociates.net Address: _____ Telephone: _____ 440 Louisiana St Ste 675 _____ (713) 222-6775 City/State/Zip: _____ Fax: _____ Houston, TX 77002 _____ (713) 222-6739 Signature: _____ State Bar No: _____  24013189 [Attach additional page as necessary to list all parties]		Names of parties in case: Plaintiff(s)/Petitioner(s): _____ Steve Watkins Defendant(s)/Respondent(s): _____ Westchester Fire Insurance Company [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
2. Indicate case type, or identify the most important issue in the case (select only 1):									
Civil			Family Law						
Contract Debt/Contract <input checked="" type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____		Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____		Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____		Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____		Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____							
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____		Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____							
3. Indicate procedure or remedy, if applicable (may select more than 1):									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000									

Certified Document Number: 70528763 - Page 1 of 1



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this July 6, 2016

Certified Document Number: 70528763 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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6/7/2016 3:43:46 PM
 Chris Daniel - District Clerk
 Harris County
 Envelope No: 11021730
 By: CUERO, NELSON
 Filed: 6/7/2016 3:43:46 PM

CIVIL PROCESS REQUEST FORM

2016-38858 / Court: 281

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING.
 FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: _____ CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original Petition

FILE DATE OF MOTION: _____
 Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Westchester Fire Insurance Company

ADDRESS: 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136

AGENT, (if applicable): CT Corporation System

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE
☒ CIVIL PROCESS SERVER - Authorized Person to Pick-up: Lone Star Attorney Service Phone: (713) 779-1400

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:
 Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thank you.

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

☐ ATTORNEY PICK-UP ☐ CONSTABLE

☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____

☐ MAIL ☐ CERTIFIED MAIL

☐ PUBLICATION:
 Type of Publication: ☐ COURTHOUSE DOOR, or
☐ NEWSPAPER OF YOUR CHOICE: _____

☐ OTHER, explain _____

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Melissa Moore TEXAS BAR NO./ID NO. 24013189

MAILING ADDRESS: 440 Louisiana St Ste 675, Houston, TX 77002

PHONE NUMBER: (713) 222-6775 FAX NUMBER: (713) 222-6739
 area code phone number area code fax number

EMAIL ADDRESS: melissa@mooreandassociates.net

Rev. 5/7/10



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this July 6, 2016

Certified Document Number: 70528764 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CHRIS DANIEL
HARRIS COUNTY DISTRICT CLERK

ENTERED _____
VERIFIED RD

Civil Process Pick-Up Form

CAUSE NUMBER: 2016 38858

ATY _____ CIV ✓ COURT 281

REQUESTING ATTORNEY/FIRM NOTIFICATION

*ATTORNEY: Melissa Ann Moore PH: 713 222 6775

*CIVIL PROCESS SERVER: Lone Star Attorney Service #17

*PHONE NUMBER: 713 779 1400

*PERSON NOTIFIED SVC READY: left voicemail @ 8:20

*NOTIFIED BY: Nelson Cuero

DATE: 6/7/16

Type of Service Document: CITC Tracking Number 73254957

Process papers prepared by: Nelson Cuero

Date: Tuesday, June 07, 2016 30 days waiting 07 - 07 - 16

*Process papers released to:

Tom Black
(PRINT NAME)

*(CONTACT NUMBER)

(SIGNATURE)

*Process papers released by:

M. H. /
(PRINT NAME)

Nelson Cuero
(SIGNATURE)

* Date: 6/8/, 2016 Time: 10:05 AM / PM

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this July 6, 2016

Certified Document Number: 70551616 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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6/23/2016 6:45:28 PM
Chris Daniel - District Clerk Harris County
Envelope No. 11313387
By: DAIQURI ROY
Filed: 6/23/2016 6:45:28 PM

RECEIPT NUMBER 0.00
TRACKING NUMBER 73254957 CIV

CAUSE NUMBER 201638858

PLAINTIFF: WATKINS, STEVE

vs.

DEFENDANT: WESTCHESTER FIRE INSURANCE COMPANY

In The 281st
Judicial District Court of
Harris County, Texas

CITATION CORPORATE

THE STATE OF TEXAS
County of Harris

TO: WESTCHESTER FIRE INSURANCE COMPANY (A FOREIGN CORPORATION) BY
SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900 DALLAS TX 75201 - 3136

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on the 7th day of June, 2016, in the
above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED; you may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This Citation was issued under my hand and seal of said Court, at Houston, Texas, this 7th day of
June, 2016.

Issued at request of:
MOORE, MELISSA ANN
440 LOUISIANA 675
HOUSTON, TX 77002
TEL: (713) 222-6775
Bar Number: 24013189



Chris Daniel
CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
P.O. Box 4651, Houston, Texas 77210

Generated by: CUERO, NELSON 7MM//10403554

OFFICER/AUTHORIZED PERSON RETURN

I received this citation on the _____ day of _____, at _____ o'clock _____ M., endorsed
the date of delivery thereon, and executed it at _____
in _____ County, Texas on the _____ day of _____ at _____ o'clock _____ M.,
by delivering to _____ by delivering to its
(THE DEFENDANT CORPORATION NAMED IN CITATION)
_____, in person, whose name is _____
(REGISTERED AGENT, PRESIDENT, or VICE-PRESIDENT)
a true copy of this citation, with a copy of the _____ Position attached,
(DESCRIPTION OF PETITION, E.G., "PLAINTIFF'S ORIGINAL")
and with accompanying copies of _____
(ADDITIONAL DOCUMENTS, IF ANY, DELIVERED WITH THE PETITION)

I certify that the facts stated in this return are true by my signature below on the _____ day of _____, 20____.

FEE: \$ 30

By: _____
(SIGNATURE OF OFFICER)

Printed Name: _____

Affiant Other Than Officer _____

As Deputy for: _____
(PRINTED NAME & TITLE OF FRIEND OR COUNSELOR)

On this day, _____, known to me to be the person whose signature
appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was
executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 20____.

Notary Public

H. INT. CIT. P

73254957

CAUSE NO. 2016-38858

STEVE WATKINS

VS

WESTCHESTER FIRE INSURANCE COMPANY

§
§
§
§
§
§

IN THE DISTRICT COURT

281ST JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

MAILING RETURN

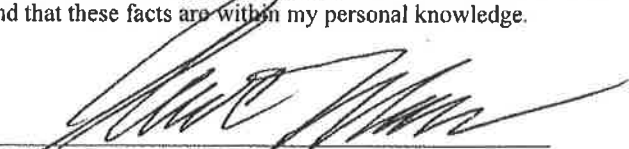
Came to hand: June 8, 2016, at 04:14 PM

☒ CITATION
☐ CORPORATE PLAINTIFF'S ORIGINAL PETITION

Executed on: June 9, 2016.

Executed by mailing to WESTCHESTER FIRE INSURANCE COMPANY C/O ITS REGISTERED AGENT CT CORPORATION SYSTEM at 1999 BRYAN STREET, SUITE 900 DALLAS TEXAS 75201 county of DALLAS COUNTY by Regular First Class Mail and by Certified Mail, Return Receipt Requested, Receipt No. 7012 1640 0000 9051 1403 a true copy of this citation together with the accompanying pleadings and Order.

I am over the age of 18, not a party to this case, nor am I related to, employed by, or otherwise connected to any party or any party's attorney in this case; and I have no interest in the outcome of the above numbered suit. I am of sound mind and have never been convicted of a felony or misdemeanor involving moral turpitude. I swear that the facts contained in this Affidavit are true and correct and that these facts are within my personal knowledge.

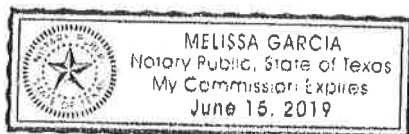

ANDREW C MANGER SCH# 821
Expiration Date: 07/31/2017
LONE STAR ATTORNEY SERVICE, INC.
6065 HILLCROFT, SUITE 406 HOUSTON, TX 77081

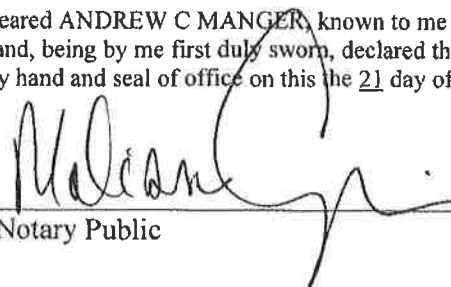
VERIFICATION

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared ANDREW C MANGER, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. Given under my hand and seal of office on this the 21 day of June, 2016.




Notary Public

16-06-2272.1

CAUSE NO. 2016-38858

STEVE WATKINS

IN THE DISTRICT COURT

VS

281ST JUDICIAL DISTRICT

WESTCHESTER FIRE INSURANCE COMPANY

HARRIS COUNTY, TEXAS

MAILING RETURN

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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DALLAS, TX 75201

Postage \$2.70
 Certified Fee \$0.00
 Return Receipt Fee (Endorsement Required) \$0.00
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Post \$0.89

Postmark Here

0033 01

USPS 75201

Sent To
 Street, Apt. 1
 or PO Box #
 City, State, ZIP+4®

WESTCHESTER FIRE INSURANCE COMPANY C/O CT CORPORATION SYSTEM
 1999 BRYAN STREET, STE 900
 DALLAS, TX 75201

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <u>Chris Wells</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Chris Wells</u> C. Date of Delivery <u>JUN 1 2016</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>WESTCHESTER FIRE INSURANCE COMPANY C/O CT CORPORATION SYSTEM 1999 BRYAN STREET, STE 900 DALLAS, TX 75201</p> <p>9590 9402 1374 5285 3436 41</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>7012 1640 0000 9051 1403</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>

Domestic Return Receipt

16-06-2272.1



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this July 6, 2016

Certified Document Number: 70815548 Total Pages: 3

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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CAUSE NO. 2016-38858

STEVE WATKINS	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
WESTCHESTER FIRE INSURANCE COMPANY	§	
	§	
Defendant.	§	281ST DISTRICT COURT

ORIGINAL ANSWER OF WESTCHESTER FIRE INSURANCE COMPANY

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, WESTCHESTER FIRE INSURANCE COMPANY, Defendant in the above-entitled and numbered cause and file this, its Original Answer to Plaintiff's Original Petition, and would respectfully show the Court and jury as follows:

**I.
GENERAL DENIAL**

Subject to such stipulations as may hereafter be made, Defendant asserts a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure, and respectfully requests that Plaintiff be required to prove his charges and allegations against Defendant by a preponderance of the evidence as is required by the Constitution and laws of the State of Texas.

WHEREFORE, PREMISES CONSIDERED, Defendant, WESTCHESTER FIRE INSURANCE COMPANY. prays Plaintiff takes nothing by reason of this suit and that Defendant be allowed to go hence without delay and recover all costs. Defendant further prays for all such other and further relief, general and special, at law and in equity, to which it may show itself to be justly entitled.

Respectfully submitted,

WILSON, ELSE, MOSKOWITZ, EDELMAN &
DICKER, LLP.

/s/ Jeffrey L. Hoffman

Jeffrey L. Hoffman
Texas State Bar No. 09781770
Jeff.hoffman@wilsonelser.com
909 Fannin, Suite 3300
Houston, Texas 77010-1011
(713) 353-2000
(713) 785-7780 – Fax

**ATTORNEYS FOR WESTCHESTER
FIRE INSURANCE COMPANY**

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was served under Rules 21 and 21a, Texas Rules of Civil Procedure, by E-File, Hand Delivery, Certified Mail, Return Receipt Requested, regular mail and/or facsimile, on July 1, 2016, upon the following counsel-of record:

Melissa Moore
Curt Hesse
MOORE & ASSOCIATES
Lyric Centre
440 Louisiana, Suite 675
Houston, Texas 77002
Via Facsimile: (713) 222-6739

/s/ Jeffrey L. Hoffman

Jeffrey L. Hoffman



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this July 6, 2016

Certified Document Number: 70929987 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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